

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 15	
2. CONTRACT NO. DAAB15-99-A-1003		3. AWARD/EFFECTIVE DATE 29 SEPT 99		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME:
9. ISSUED BY USA CECOM ACQUISITION CTR – WASHINGTON 2461 EISENHOWER AVENUE (AMSEL-AC-WB-B) ALEXANDRIA, VA 22331-0700 Patricia Davis Voice: 703-325-1713 Fax: 703-325-4995			CODE		W73QLH		12. DISCOUNT TERMS Net 30
			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUS. <input type="checkbox"/> S(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		
					<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
					13b. RATING D3		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO: CODE			16. ADMINISTERED BY CODE				
Address provided on each order placed against this BPA.			See block 9.				
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
Sybase, Inc. 6550 Rock Spring Drive Suite 800 Bethesda, MD 20817				To be specified in individual delivery orders.			
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Attached Pages <small>(Attach Additional Sheets as Necessary)</small>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b.. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED, ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITION-AL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER JOHN J. GUGLIOTTA Director Business Operations		30c. DATE SIGNED		31b. NAME of CONTRACTING OFFICER PEGGY A. MELANSON Contracting Officer		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41c. DATE		42a. RECEIVED BY <i>(Print)</i>		40. PAID BY	
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42d. TOTAL CONTAINERS			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS, Office of Federal Acquisition Policy, GSA, Washington, DC 20405.	OMB No.: 9000-0136 Expires: 09/30/98
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BLANKET PURCHASE AGREEMENT

The U.S. Army Communications-Electronics Command Acquisition Center-Washington (CAC-W) hereby enters into a Blanket Purchase Agreement (BPA) on behalf of the Product Manager for Small Computer Program (PM-SCP) with Sybase Inc. (Sybase) to provide the Department of Defense (DoD) database software licenses, software maintenance, support and consulting services in support of the Department of Defense's mission. This agreement is under the terms and conditions of the Sybase GSA Federal Supply Schedule Contract GS-35F-5212H (hereafter referred to as "GSA Contract") and the following BPA terms and conditions:

1. Products Available Under this BPA

The Software licenses, Software Maintenance and Consulting Services listed in Exhibit A comprise the most frequently ordered Sybase products being purchased as of the date of this BPA and are provided at the specific request of the Government. The current GSA CLIN price for each product is provided in Exhibit A. The BPA price discount structure is provided at Paragraph 3.

Other Software Licenses and Software Maintenance included on the GSA Contract and not listed specifically in Exhibit A may be purchased at the BPA discount rates under CLIN 4001 entitled "Other Costs - GSA Contract".

Ordering Offices may order licenses from the Sybase Enterprise License under CLIN 4002 entitled "Enterprise License".

Software purchased under this BPA shall include perpetual software licenses.

2. Maintenance Definitions

The following definitions for Software Maintenance are extracted from paragraph 4 of the GSA Contract terms and conditions.

a. SupportNow Incident Plan: The Incident Plan is available for designated Sybase products, on a case-based need. The customer has access to Sybase Technical Support during a 10 hour

business day (8:00 AM to 6:00 PM local time Eastern Timezone, excluding holidays). Response time for Priority 1 calls is up to 4 hours. Support can be purchased for any designated products in annual case packs of 10. Case packs expire one year from purchase or when all cases have been used, whichever occurs first. Customer purchase options include Update Subscription Program (USP) for enhancement and maintenance releases, after-hours support, and the Sybase Technical Library CD Series.

b. SupportNow Basic Plan: The Basic Plan is available for all Sybase products, and allows the customer to name two Sybase Technical Support contacts. The customer has access to Sybase Technical Support during a 10 hour business day (8:00 AM to 6:00 PM local time, excluding holidays). Response time for Priority 1 calls is up to 4 hours. The Basic plan provides, on an annual basis, technical assistance, and new enhancement and maintenance releases. The Basic plan includes Sybase Technical Library CD series. Customer purchase options include additional contacts and after-hours support.

c. SupportNow Extended Plan: The Extended plan is available for all Sybase products. The Extended plan includes all of the features of the Basic plan, allows the customer four Sybase Technical Support contacts, and provides support 24 hours a day, 7 days a week. Response time for Priority 1 calls is up to 1 hour. If more support is required, the customer can purchase additional contacts as needed.

d. SupportNow Enterprise Plan: The Enterprise plan is available for all Sybase Products. The Enterprise plan also offers 24 hour by 7 day support. Response time for Priority 1 calls is up to 30 minutes. The Enterprise plan includes all of the features of the Extended plan, allows the customer six Sybase Technical Support contacts, with a more personalized level of service, faster response times, priority escalation handling, account management services to assist with planning customer support requirements, regular review meetings to evaluate cases and identify trends, and priority product maintenance. Additional contacts can be purchased as needed.

e. Update Subscription Program: The Update Subscription Program (USP) applies to Workplace products as noted in the Software Fee Schedule. One year annual subscription provides for enhancement and maintenance releases, if any, during the subscription service term. Telephone support must be purchased

separately for these products, unless they are covered under SupportNow Basic, Extended or Enterprise Plans, which include both telephone support and updates.

3. Discount Structure

The price discount off the Sybase GSA Contract for all orders issued under this BPA will be according to the following table.

The price discounts are off of the net GSA price listed in Exhibit A and the GSA Contract.

Total GSA Dollars	Discount
Software Licenses	
\$0 - \$249,999	5%
\$250,000 - \$499,999	10%
\$500,000 - \$999,999	13%
\$1,000,000 - \$2,499,999	19%
\$2,500,000+	24%
Maintenance	
\$0 - \$24,999	2%
\$25,000 - \$49,999	12%
\$50,000 - \$99,999	22%
\$100,000 - \$249,999	32%
\$250,000+	42%

Above discounts will be in effect for the term of the BPA.

4. Enterprise License Agreement

As a condition to award of the BPA the Government will issue an order under the BPA simultaneously with the BPA award. The order shall be in the total amount of six million, four hundred thousand dollars (\$6,400,000) for which the Government shall receive an Enterprise License which allows the Government to make and deploy an unlimited number of copies of Sybase Adaptive Server Enterprise RDBMS through 30 March 2000 for use by up to 30,000 authorized DOD users (seats or concurrent users) as set forth in Exhibit F and the GSA Contract. All licenses must be deployed prior to 30 March 2000. The one year warranty shall include all services provided in the SupportNow Extended Plan

Maintenance Plan specified in the GSA Schedule and paragraph 2.c of this BPA and shall begin upon delivery of the Primary Copy to the Government enduser.

The Government has an option to extend the Enterprise License through 30 September 2000 for an unlimited number of servers and seats as set forth in the License Agreement For Department Of Defense Wide License Between Sybase, Inc. and CECOM Acquisition Center for Sybase Adaptive Server Enterprise RDBMS for an additional cost of five million, six hundred and seventy two thousand dollars (\$5,672,000). This option may be exercised by the Government at any tme up to 30 September 2000.

5. Pricing.

The unit prices and rates for this BPA are based on the GSA rates provided at Exhibit A and the price discounts listed in Paragraph 3, above. The BPA Holder shall notify the Government within 10 business days of changes in the pricing structure of the GSA contract, at which time the BPA shall be modified to include the revised GSA prices, accordingly. The above discounts replace all of the Sybase GSA Schedule discounts.

6. Voluntary Price Reductions and Special Orders

Sybase can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the PM-SCP. In addition, authorized BPA users may negotiate special discounts for specific orders with Sybase. These special discounts shall be negotiated under CLIN 4003, Special Solutions.

7. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of the GSA Contract. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the GSA Contract, the provisions of the GSA Contract will take precedence.

8. Duration of BPA

This BPA shall be from date of BPA award through 15 January 2003. Either party with ninety (90) days written notice may terminate the BPA.

9. Ordering Period

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 8, above.

10. Obligation of Funds

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

11. Authorized BPA Users

This BPA is entered into in order to support Department of Defense (DoD) components and DoD employees, including Reserve Components (Guard and Reserve), US Coast Guard when mobilized with, or attached to DoD, and Non Appropriated Funds Instrumentalities (NAFI). Also included are the Intelligence Communities, including all DoD Intel Information Systems (DoDIIS) member organizations. The CIA and/or other non-DoD Intel groups are specifically excluded, except that CIA and other non-DoD Intel personnel may use software obtained under the BPA when assigned to work on projects conducted by a DoD component.

Contractors performing work for the Department of Defense may use this BPA to purchase goods and services to be used in the direct performance of DoD component contracts if they provide Sybase with a bonafide "Right to Buy" letter of authorization from their cognizant contracting officer. The letter must be on appropriate Federal Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed for the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer.

12. Delivery Tickets

Unless otherwise agreed to, a standard commercial delivery ticket or a DD Form 250 must accompany all deliveries under this BPA. As a minimum, the delivery tickets or sales slips must contain the following information:

- (a) Name of Contractor,
- (b) Contract Number,
- (c) BPA Number,
- (d) Model Number,
- (e) Purchase Order Number,
- (f) Date of Purchase,
- (g) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

13. Delivery

Deliveries shall be made to the locations specified in each order in accordance with the terms of the GSA Contract. All software shall be delivered in its default media type, which is CD-ROM for most products, unless other commercially available media type is specified in the order. An order for a large quantity of software licenses may be delivered with the serial number and keys for the multiple licenses on a single CD-ROM.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Army Product Manager Small Computer Program ("PM-SCP") can expedite orders.

14. Ordering.

Orders will be placed against this BPA in accordance with the GSA Contract and the PM-SCP ordering instructions located at "<http://pmscp.monmouth.army.mil>". To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased.

For Consulting Services orders, the following shall also be included:

- a. Description of Services
- b. Mutually Agreed Upon Statement of Work
- c. Period of Performance
- d. Place of Performance

Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to PM, Small Computer Program (PM-SCP) Centralized Order Processing Office (COPO) for verification and validation. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

US Army CECOM Systems Management Center
Product Manager, Small Computer Program
Attn: AMSEL-DSA-SCP
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)
Facsimile Number: 732-532-5185.

The COPO will, then, forward the order to Sybase (1 copy), the Defense Contract Administration Office (1 copy) as specified on each order, and the DFAS Payment Office (1 copy) as specified on each order. The Sybase copy shall be forwarded to the following address:

Sybase, Inc.
6550 Rock Spring Drive
Suite 800
Bethesda, MD 20817

P.O.C.: John J. Gugliotta
Director Business Operations

Phone: 301-896-1661
Fax: 301-896-1604

The ordering office in accordance with their local procedures shall make the remaining distribution(s).

The BPA Holder shall only accept "hardcopy" orders that have been processed through the PM-SCP COPO office.

Any request for a deviation from the terms of the BPA must be submitted in writing to the Contracting Officer at the following address:

US Army CECOM Acquisition Center-Washington
Attn: AMSEL-AC-WB-B (Room 1126)
2461 Eisenhower Ave
Alexandria, VA 22331-0700

15. Free on Board.

Domestic and overseas delivery of the supplies identified in Exhibit A shall be IAW FAR 52.247-34, "Free on Board (F.O.B.) Destination", and FAR 52.247-48, "F.O.B. Destination-Evidence of Shipment" which are incorporated by reference. The delivery destination shall be specified in each individual delivery order.

16. Fee for Service.

Instructions and Fee for Service (FFS) structure are detailed at 16.a and 16.b. An Army FFS charge of 1 percent will be imposed on all orders. PM-SCP is the single point of contact for receipt of the Army 1 percent FFS charge that applies to all orders under the agreement. The Army FFS of 1 percent remains as the only fee for Army users, and all Army non-electronic orders must be routed through the Army COPO. Within five Government work days after the end of each calendar month, the BPA Holder will provide to Defense Finance and Accounting Service (DFAS)-Pensacola a check for the amount of 1 percent of payments received from DFAS-Columbus and other local paying offices (includes credit card payments) during that month (meaning the month that ended five Government work days prior) and provide PM-SCP an Army Fee for Service Reconciliation Report (incorporated into this BPA at Exhibit E) substantiating this amount. "Payments received" as used above refers to the Army Fee for Service Reconciliation Report column entitled "Amount Paid to Vendor." The report shall include the PM-SCP COPO tracking number, contract number, delivery order number, date order sent to the vendor, total dollar amount of the order, amount paid to the vendor, DFAS check

number or EFT ID (where applicable), balance due to vendor, amount of fee due for the period and the manner in which the order was placed (i.e. credit card, electronic order or hardcopy). The 1 percent FFS amount due shall be paid by check made payable to "Treasurer of the United States," and mailed to DFAS-Pensacola at the following address:

Defense Finance and Accounting Service
Code FD
Attn: DFAS-PE (Ruby Porter)
130 West Avenue, Suite A
Pensacola, FL 32508

Telephone Number: 904-473-5603

a. PM-SCP 1 percent Fee for Service shall be implemented using CLIN 4004. The value of CLIN 4004 shall be calculated by multiplying the total delivery order price (product and services) by 0.01. The prices will be rounded to the nearest cent (\$.0049 and below will be \$.00 and \$.0050 and above will be \$.01).

b. With the exception of the Navy COPO, all COPOs will accept a DD Form 448 Military Interdepartmental Procurement Request (MIPR) for their fee. The Navy will accept form NAVCOMPT 2275 funding documents, but not MIPRs.

17. Fee-For-Service (FFS) Program Streamlining.

a. The BPA holder shall transmit the 1 percent PM-SCP Fee for Service (CLIN 4004) on a monthly basis to the Treasurer of the United States to DFAS-Pensacola.

The FFS charge remitted reimburses the PM-SCP for the costs of administering the BPA.

As the PM-SCP FFS is now included using CLIN 4004, the FFS is included in the payment of BPA Holder invoices, and the FFS shall be collected and retained by the BPA Holder for disbursement to PM-SCP. The BPA Holder shall pay PM-SCP the FFS charge monthly. The FFS shall be delivered by the BPA Holder no later than 5 Government work days after the end of each calendar month.

Additionally, the BPA Holder shall deliver the Army Fee for Service Reconciliation Report in accordance with Paragraph 21.d of this agreement. The 1 percent FFS charge is calculated by dividing the "Amount Paid to Vendor" column on the Army Fee for Service Reconciliation Report by 1.01, and then multiplying this value by .01. The 1 percent FFS shall be paid in U.S. dollars. The 1 percent fee amount due shall be paid by check made payable to "Treasurer of the United States," and delivered to DFAS-Pensacola. PM-SCP will monitor the timeliness and accuracy of the FFS, the Army Fee for Service Reconciliation Report due to PM-SCP, and Monthly Status Report submissions.

b. The percentage of Fee for Service (FFS) is subject to change during the term of this BPA. The Government reserves the right to change the 1 percent FFS percentage at any time during the life of the agreement and the BPA Holder agrees to implement future FFS revisions without additional cost to the Government. The BPA Holder shall pay the FFS in U.S. Dollars to DFAS Pensacola on a monthly basis via check made payable to the Treasurer of the United States.

c. The 1 percent FFS amount shall be paid by check and submitted directly by mail to DFAS Pensacola. An electronic or hard copy (electronic copy is preferred) of the checks sent to DFAS Pensacola, plus an electronic copy of the Army Fee for Service Reconciliation Report shall be submitted by the BPA Holder to PM-SCP. The check submitted to DFAS-Pensacola as well as the copy of the 1 percent FFS check and the Army Fee for Service Reconciliation Report to be submitted to PM-SCP are due by the fifth Government work day after the end of each calendar month. The PM-SCP electronic address is breedloj@mail1.monmouth.army.mil. The following is the address that the copy of checks sent to DFAS Pensacola are to be submitted, if submitted to the PM-SCP in hard copy:

CECOM-Systems Management Center
PM-SCP
AMSEL-DSA-SCP (Attn: Mr. Jerry Breedlove)
Fort Monmouth, New Jersey 07703-5605

To ensure that the payment is credited properly, the BPA Holder shall identify the check as a "Fee-For-Service Reimbursement" and include the following information: BPA number; the total payments received in the prior month as taken from the Army Fee for Service Reconciliation Report; and report period. "Payments Received" refers to the total of the figures in the Army Fee for Service Reconciliation Report "Amount Paid to Vendor" and this amount is to be the total of all payments received in the prior month. Currently, PM-SCP does not have the capability to accept electronic fund transfers (EFTs), however, this capability is expected in the future and the provisions outlined herein shall be followed when EFT becomes available.

d. The BPA Holder is required to provide to DFAS-Pensacola the checks for the full FFS amount within 5 Government work days of the prior calendar month end.

e. In the event of incorrect FFS reporting or failure to pay the full FFS amount due within the prescribed 5 Government work days, the amount due shall be considered a debt to the United States Government under the terms of the Debt Collection Act of 1982. The Government may exercise all of its rights under the BPA, including withholding or setting off payments and interest on the debt (see FAR Clause 52.232-17, Interest). Failure by the BPA Holder to deliver the Army Fee for Service Reconciliation Report, falsification of the Army Fee for Service Reconciliation Report, or failure to pay the fee in a timely manner, may result in termination or cancellation of the BPA. Willful failure or refusal to furnish the required Army Fee for Service Reconciliation Report, willful falsification of Army Fee for Service Reconciliation Report, or willful failure or refusal to make timely payment of the 1 percent FFS constitutes cause for terminating the BPA.

18. Payment

Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures from the PM-SCP COPO to the BPA holder are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will

make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (June 1998) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

19. Invoices

The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA and shall be accompanied by a copy of the delivery ticket for that order.

20. Fast Payment Procedure

FAR 52.213-1, Fast Payment Procedure (Aug 1988), is hereby incorporated into this agreement.

21. Reporting

Sybase shall provide the following reports to PM-SCP on a monthly basis:

a. Government Wide Commercial Credit Card Activity - Sybase shall provide monthly BPA shipment/order activity to the Army for inclusion in its Order Tracking Database. The specific, electronic order record structure to be provided to PM-SCP via FTP or Email is provided at Exhibit B. Submission is required within 5 calendar days of the next month.

b. Monthly Status Report - Sybase shall provide a monthly status report (within 5 calendar days of month-end) on the status of orders which shall include, as a minimum, the number of orders received, the number of deliveries made, delivery schedules, days-to-deliver, and backlogs. Recommended format/layout is at Exhibit C. The report shall be provided to PM-SCP.

c. Monthly Order Activity. The BPA Holder shall provide monthly BPA shipment/order activity to PM-SCP for inclusion in Order Tracking Database. Monthly submissions shall be non-cumulative, that month's activity only. The specific electronic order record structure to be sent to the PM-SCP office via FTP or Email for the monthly submission is at Exhibit D. Submission is required within 5 calendar days of the next month.

d. Army Fee for Service Reconciliation Report. The BPA Holder shall deliver the Army Fee for Service Reconciliation Report by the fifth Government workday after the end of each month. The Army Fee for Service Reconciliation Report shall cover the same time period as the Monthly Status Report. The recommended format and required data elements for the Army Fee for Service Reconciliation Report due to PM-SCP for FFS is at Exhibit E.

22. Year 2000 Warranty

The provisions of the GSA Contract shall apply.

23. RESERVED

24. PM-SCP Program Status Review ("PSR")

BPA Holder will attend the PM-SCP PSR twice a year during the existence of this BPA.

25. Sybase Program Manager

Sybase will have a Program Manager ("Sybase PM") assigned to manage this BPA. The Sybase PM will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 21), and other BPA related issues.

26. DoD E-mail-IT Corridor

As the scope of the DoD E-mail-IT Corridor becomes finalized, Sybase will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. ARMY CECOM ACQUISITION CENTER**

In the spirit of the National Performance Review, the U.S. ARMY CECOM ACQUISITION CENTER and Sybase enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract number GS-35F-5212H ("GSA Contract").

Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources, development of technical documents, solicitations, and evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the GSA Contract. The end result is to create a purchasing mechanism for the Department of Defense that works better and costs less.

Exhibit A
BPA Products

EXHIBIT B**MINIMUM REQUIRED FIELDS FOR CREDIT CARD ORDERS****(File needs to be in a Microsoft Excel format)**

File Layout Definition. Each **row** of the spreadsheet contains information on a specific credit card transaction. Below are the required spreadsheet **columns**. There should be no extra spaces and no commas in the file. All characters are required to be in capital letters.

<u>COLUMN NAME</u>	<u>DESCRIPTION OF COLUMN</u>
contract_number	BPA number that the equipment is being ordered from. (Full BPA number, up to 16 digits and includes dashes)
credit_card_number	Credit Card number (16 Digits. NO DASHES)
delivery_order_number	Has to be unique to the BPA number. Must start with the letter “A” and be numbered sequentially with a maximum field length of 21 characters .
date	Date of transaction. (format: dd-mm-yyyy)
purchaser	Name of the credit card holder (Last Name; First Name - NO Commas up to 35 Characters (use a space to separate the last name from the first name)
phone_number	Phone number of purchaser (format: 999-999-9999)
address_line_1	First line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))
address_line_2	Second line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))

<u>COLUMN NAME</u>	<u>DESCRIPTION OF COLUMN</u>
address_line_3	Third line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))
city	City (Alphanumeric - up to 15 Characters (no commas))
State	Post Office 2 Character Abbreviation (2 characters)
zip_code	First five (5) digits of the Zip Code (5 digits)
zip_code_extension	The four digit extension for the Zip Code (4 digits)
CLIN_number	CLIN number being ordered (Maximum of 6 alphanumeric characters)
CLIN_quantity	CLIN quantity being ordered (up to 6 digits, whole numbers)
extended_dollar_amount	Extended dollar amount (CLIN_quantity * unit price) (Maximum of 12 digits - 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas)
grand_total	Total dollar amount of the whole transaction (Maximum of 12 digits - 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas)
macom	Major DOD Command identifier. Government provides helpful listing to assist if user cannot identify. (Maximum of 10 characters)
del_method	Method of Delivery – Electronic(Web), Email, or CD-ROM

BPA Num

**EXHIBIT C
MONTHLY STATUS REPORT
CLINS ORDERED**

CURRENT MONTH

BPA-TO-

<u>CLIN</u>	<u>QTY-ORD</u>	<u>\$-RCD</u>	<u>QTY-SHP</u>	<u>\$-SHP</u>	<u>QTY-ORD</u>	<u>\$-RCD</u>	<u>QTY</u>
0001AA	565	5,650	20	200	1,000	10,000	40

0002AA.....

Grand Totals in this section shall reflect \$amount columns only.

ORDER DELIVERY

<u>DO#</u>	<u>TRACKING#</u>	<u>DT-RCD</u>	<u>DT-ACC</u>	<u>DT-REJ</u>	<u>DTMR</u>	<u>DMRD</u>	<u>RDI</u>
BG01	AR-0001	6/14/96	6/16/96	-	-	-	7/14/96
BG02	AR-0002	6/14/96	-	6/15/96	6/15/96	-	7/14/96

Sort Sequence: DT-RCD, then DO#.

Legend: DO# = Delivery Order#; Tracking# = Agency/Vendor provided number; DT-RCD = Date Receive Accepted; DT-REJ = Date Rejected; DTMR = Date Mod Requested; DMRD = Date mod received; RDD = R PSD = Projected ship date; ADD = Actual delivery date.

EXHIBIT D
MONTHLY ORDER ACTIVITY
RECORD LAYOUT

<u>FIELD DESCRIPTION</u>	<u>FIELD LAYOUT</u>
Deliver Order Number	4 POS A/N
Date Order Received	YYYY-MM-DD
Date Order Rejected	YYYY-MM-DD
Date Order Accepted	YYYY-MM-DD
Projected Ship Date	YYYY-MM-DD
Actual Ship Date	YYYY-MM-DD
Projected Delivery Date	YYYY-MM-DD
Actual Delivery Date	YYYY-MM-DD
Projected Service Comp Date	YYYY-MM-DD
Actual Service Completion Date	YYYY-MM-DD
Customer Acceptance Date-Services	YYYY-MM-DD

EXHIBIT E
ARMY PM-SCP FFS RECONCILIATION REPORT

REPORT NUMBER: XXXXXX

ARMY PM-SCP FFS RECONCILIATION REPORT
 REPORT PERIOD DD/MON/YYYY THROUGH DD/MON/YYYY
 VENDOR: ABC COMPANY

COPO	DELIVERY	DATE	TOTAL	AMOUNT	DFAS
CHECK BALANCE 1% REMIT.					
TRACKING CONTRACT ORDER MOD		ORDER	DOLLAR	PAID TO	NUMBER
OR DUE TO FEE DUE TRANSACTION					
NUMBER NUMBER NUMBER NUMBER		SENT TO	AMOUNT	VENDOR	EFT ID
VENDOR THIS PERIOD TYPE					
		VENDOR	OF ORDER		

1003	DAAB15-99-A-1002	BG01	23-JUN-1999	40,234.56	40,234.56
0	398.36	CC			
1004	DAAB15-99-A-1002	BG02	24-JUN-1999	50,000.00	25,000.00
25,000.00	247.52	EL			
1005	DAAB15-99-A-1002	BG03	25-JUN-1999	10,000.00	10,000.00
0	99.01	PA			

- NOTE: REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA
- 1. INPUT REQUIRED IS DUE TO PM -SCP BY THE 5TH GOVERNMENT WORK DAY AFTER THE END OF EACH MONTH. INPUT SHOULD BE PROVIDED IN AN EXCEL SPREADSHEET (ASCII FORMAT). THE INPUT REPORTED IS FOR THAT REPORTING PERIOD ACTIVITY ONLY (NOT CUMULATIVE LISTING). IF NO PAYMENTS WERE RECEIVED DURING THE PREVIOUS MONTH, A NEGATIVE REPORT IS REQUIRED.
- 2. SPECIAL NOTE TO VENDOR(S): ALL "NON-ARMY (EXCLUDES ORDERS SENT TO THE VENDOR FROM THE ARMY PM-SCP COPO) ORDERS PLACED WITH A VENDOR MUST BE REPORTED BY THE VENDOR VIA THE "CREDIT CARD/OTHER ORDER SOURCE" ACTIVITY INPUT EACH WEEK. THESE ARE CREDIT CARD, ELECTRONIC ORDER, OR PAPER ORDERS RECEIVED DIRECTLY BY THE VENDOR NOT HAVING PREVIOUSLY PASSED THROUGH PM -SCP ORDER ADMINISTRATION. THIS REPORTING WILL PROVIDE THE COMPARISON INPUT FOR SCP's NON-ARMY ORDER FFS RECONCILIATION PROCESS.

3. DATA FIELDS (ELECTRONIC INPUT): SEPARATE FILE FOR EACH CONTRACT/BPA. EACH ROW OF THE SPREADSHEET CONTAINS INFORMATION ON A SPECIFIC DELIVERY ORDER TRANSACTION. BELOW ARE THE REQUIRED SPREADSHEET COLUMNS. THERE SHOULD BE NO EXTRA SPACES AND NO COMMAS IN THE FILE. ALL CHARACTERS ARE REQUIRED TO BE IN CAPITAL LETTERS. NO FORMATTING SUCH AS DOLLAR SIGNS OR COMMAS FOR DOLLAR VALUES.

<u>COLUMN NAME</u>	<u>COLUMN FORMAT</u>	<u>COMMENTS</u>
* Report Number	alphanumeric– up to 6 characters	Vendor Sequential #
* Report Pd. – Start	DD-MON-YYYY	Date includes dashes
* Report Pd. – End	DD-MON-YYYY	Date includes dashes
* Vendor Name	alpha	
* COPO Track#	numeric– up to 38 numbers	Army COPO only
* Contract #	alphanumeric– up to 21 characters	
* D.O. #	alphanumeric– up to 21 characters	No dashes allowed (PA orders only)
* MOD # blank	alphanumeric– up to 6 characters	If there is no MOD to the D.O., leave
* Date Order Sent	DD-MON-YYYY	COPO - Stamp/CC
.		or EL - Date Ordered (date includes dashes)
* Total \$ - Order	Maximum of 12 digits– 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	Dollar Value
* Amt. Paid to Vndr.	Maximum of 12 digits– 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	DFAS/Other

* Amt. Due to Vndr.	Maximum of 12 digits– 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	Balance Due on Order
* 1% Remittance Due	Maximum of 12 digits– 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	Amt due to SCP
* Transaction Type	2 characters	CC or EL or PA
(CC: Credit Card; EL: Other Electronic Order; PA: Paper/Hardcopy)		

EXHIBIT F
ENTERPRISE LICENSE

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
MOBILE & EMBEDDED COMPUTING DIVISION				
		SQL Anywhere Studio		
1001	NET-4	SQL Anywhere Studio (WP) Base + 1 user for Server (SR) Network License	\$298	\$185
1002	NET-5	SQL Anywhere Studio (WP) Base + 5 user for Server (SR) Network License	\$747	\$451
1003	NET-6	SQL Anywhere Studio (WP) Networked Seat (ST)	\$96	\$60
1004	CON-5	SQL Anywhere Studio (WP) Concurrent License	\$96	\$60
1005	NET-7	SQL Anywhere Studio (WP) Standalone Seat/Named User for Personal Database for Server (SR) Network License	\$89	\$53
1006	NET-8	SQL Anywhere Studio (WP) Standalone w/SQL Remote & PowerDynamo Add'l License Kits for Networked Seat (ST)	\$134	\$84
1007	NET-9	SQL Anywhere Studio (WP) Additional License Kits, Networkec - 5 pack for Networked Seat (ST)	\$485	\$298
1008	NET-10	SQL Anywhere Studio (WP) Additional License Kits, Networkec - 20 pack for Networked Seat (ST)	\$1,940	\$1,176
1009	CON-6	SQL Anywhere Studio (WP) Concurrent - 5 pack	\$485	\$298
1010	CON-7	SQL Anywhere Studio (WP) Concurrent - 20 pack	\$1,940	\$1,176
1011	NET-11	SQL Anywhere Studio (WP) Standalone w/Personal Database - 5 pack for Standalone Seat (SS) Network License	\$448	\$272
1012	NET-12	SQL Anywhere Studio (WP) Standalone w/Personal Database - 20 pack for Standalone Seat (SS) Network License	\$1,790	\$1,081
1013	NET-13	SQL Anywhere Studio (WP) Standalone w/SQL Remote, PowerDynamo & Personal Database - 5 pack for Standalone Seat (SS) Network License	\$672	\$409
1014	NET-14	SQL Anywhere Studio (WP) Standalone w/SQL Remote, PowerDynamo & Personal Database - 20 pack for Standalone Seat (SS) Network License	\$2,687	\$1,627
		SQL Anywhere Studio Internet Access License		
1015	NET-4A	SQL Anywhere Studio Internet Access License (WP) CPU Fee (IC) for Server (SR)	\$747	\$191

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
BUSINESS INTELLIGENCE DIVISION				
		Sybase Adaptive Server IQ		
1016	SYB-N-031	Sybase Adaptive Server IQ (WP) for Networked Server (SR)	\$18,687	\$5,701
1017	SYB-N-032	Sybase Adaptive Server IQ (WP) for Networked Seat (ST)	\$295	\$113
1018	CON-18	Sybase Adaptive Server IQ (WP) Concurrent License	\$1,783	\$226
1019	SYB-N-033	Sybase Adaptive Server IQ (WP) Incremental CPU Charge after 1st CPU for Networked Server (SR)	\$3,738	\$1,901
1020	SYB-N-028	Sybase Adaptive Server IQ (Ent) for Networked Server (SR)	\$31,818	\$11,404
1021	SYB-N-029	Sybase Adaptive Server IQ (Ent) for Networked Seat (ST)	\$506	\$154
1022	CON-19	Sybase Adaptive Server IQ (Ent) Concurrent License	\$1,518	\$457
1023	SYB-N-030	Sybase Adaptive Server IQ (Ent) Incremental CPU Charge after 1st CPU for Networked Server (SR)	\$6,364	\$2,376
		Sybase Adaptive Server IQ Internet Access License		
1024	SYB-N-107	Sybase Adaptive Server IQ Internet Access License (WP) Incremental CPU Charge after 1st CPU for Networked Server (SR)	\$9,343	\$4,751
1025	SYB-N-109	Sybase Adaptive Server IQ Internet Access License (Ent) Incremental CPU Charge after 1st CPU for Networked Server (SR)	\$15,909	\$4,751
		Warehouse Studio		
1026	SYB-N-WAR1	Warehouse Studio (WP) for Networked Server (SR)	\$37,879	\$10,453
1027	SYB-N-WAR2	Warehouse Studio (WP) for Networked Seat (ST)	\$451	\$125
1028	SYB-C-WAR1	Warehouse Studio (WP) for Concurrent User (CU) Use Server w/CU	\$1,424	\$374

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
ENTERPRISE SOLUTIONS DIVISION				
		Sybase Adaptive Server Enterprise (EEO Option)		
1029	SYB-N-SASW8	Sybase Adaptive Server Enterprise (WP) Extended Enterprise Option (EEO) for Networked Seat (ST)	\$56	\$35
1030	CON-15	Sybase Adaptive Server Enterprise (WP) Extended Enterprise Option (EEO) for Concurrent User (CU) Use Server w/CU	\$101	\$66
1031	SYB-N-SASW9	Sybase Adaptive Server Enterprise (WP) 10 pack seats for Extended Enterprise Option (EEO) for Networked Seat (ST)	\$486	\$298
1032	SYB-N-SASE6	Sybase Adaptive Server Enterprise (Ent) Extended Enterprise Option (EEO) for Networked Seat (ST)	\$191	\$60
1033	CON-17	Sybase Adaptive Server Enterprise (Ent) Extended Enterprise Option (EEO) for Concurrent User (CU) User Server w/CU	\$343	\$107
		Sybase Adaptive Server Enterprise Internet Access License		
1034	SYB-N-SASW15	Sybase Adaptive Server Enterprise Internet Access License (WP) Incremental CPU Charge after 1st CPU for Commercial only, for Networked Server (SR)	\$9,343	\$2,418
1035	SYB-N-SASE3	Sybase Adaptive Server Enterprise Internet Access License (Ent) Incremental CPU Charge after 1st CPU for Commercial only for Networked Server (SR)	\$15,909	\$4,751
		DirectConnect Anywhere		
1036	SYB-N-DCAW1	DirectConnect Anywhere (WP) for Server (SR)	\$1,495	\$380
1037	SYB-N-DCAW2	DirectConnect Anywhere (WP) for Networked Seat (ST)	\$149	\$41
1038	CON-20	DirectConnect Anywhere (WP) for Concurrent License	\$269	\$72
1039	SYB-N-DCAE1	DirectConnect Anywhere (Ent) for Server (SR)	\$1,909	\$570
1040	SYB-N-DCAE2	DirectConnect Anywhere (Ent) for Networked Seat (ST)	\$191	\$60
1041	CON-21	DirectConnect Anywhere (Ent) for Concurrent License	\$343	\$107
		DirectConnect for AS/400		
1042	SYB-N-173	DirectConnect for AS/400 (WP) for Server (SR)	\$2,242	\$570
1043	SYB-N-174	DirectConnect for AS/400 (WP) for Networked Seat (ST)	\$224	\$60
1044	CON-22	DirectConnect for AS/400 (WP) for Concurrent License	\$403	\$107
1045	SYB-N-DCASE1	DirectConnect for AS/400 (Ent) for Server (SR)	\$2,545	\$760
1046	SYB-N-DCASE2	DirectConnect for AS/400 (Ent) for Networked Seat (ST)	\$255	\$78
1047	CON-23	DirectConnect for AS/400 (Ent) Concurrent License	\$458	\$137

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
		DirectConnect for DB2/MVS		
1048	SYB-N-175	DirectConnect for DB2/MVS for Server (SR)	\$2,242	\$570
1049	SYB-N-176	DirectConnect for DB2/MVS for Networked Seat (ST)	\$224	\$60
1050	CON-24	DirectConnect for DB2/MVS (WP) for Concurrent License	\$403	\$107
1051	SYB-N-177	DirectConnect for DB2/MVS (Ent) for Server (SR)	\$2,545	\$760
1052	SYB-N-178	DirectConnect for DB2/MVS (Ent) for Networked Seat (ST)	\$255	\$78
1053	CON-25	DirectConnect for DB2/MVS (Ent) Concurrent License	\$458	\$137
		DirectConnect for Informix		
1054	SYB-N-DCIW1	DirectConnect for Informix (WP) for Server (SR)	\$2,242	\$570
1055	SYB-N-DCIW2	DirectConnect for Informix (WP) for Networked Seat (ST)	\$224	\$60
1056	CON-26	DirectConnect for Informix (WP) for Concurrent License	\$403	\$107
1057	SYB-N-DCIE1	DirectConnect for Informix (Ent) for Server (SR)	\$2,545	\$760
1058	SYB-N-DCIE2	DirectConnect for Informix (Ent) for Networked Seat (ST)	\$255	\$78
1059	CON-27	DirectConnect for Informix (Ent) Concurrent License	\$458	\$137
		DirectConnect for Microsoft SQL Server		
1060	SYB-N-DCMW1	DirectConnect for Microsoft SQL Server (WP) for Server (SR)	\$2,242	\$570
1061	SYB-N-DCMW2	DirectConnect for Microsoft SQL Server (WP) for Networked Seat (ST)	\$224	\$60
1062	CON-28	DirectConnect for Microsoft SQL Server (WP) for Concurrent License	\$403	\$107
1063	SYB-N-DCME1	DirectConnect for Microsoft SQL Server (Ent) for Server (SR)	\$2,545	\$760
1064	SYB-N-DCME2	DirectConnect for Microsoft SQL Server (Ent) for Networked Seat (ST)	\$255	\$78
1065	CON-29	DirectConnect for Microsoft SQL Server (Ent) Concurrent License	\$458	\$137
		DirectConnect for Oracle		
1066	SYB-N-179	DirectConnect for Oracle (WP) for Server (SR)	\$2,242	\$570
1067	SYB-N-180	DirectConnect for Oracle (WP) for Networked Seat (ST)	\$224	\$60
1068	CON-30	DirectConnect for Oracle (WP) for Concurrent License	\$403	\$107
1069	SYB-N-181	DirectConnect for Oracle (Ent) for Server (SR)	\$2,545	\$760
1070	SYB-N-182	DirectConnect for Oracle (Ent) for Networked Seat (ST)	\$255	\$78
1071	CON-31	DirectConnect for Oracle (Ent) Concurrent License	\$458	\$137

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
Sybase Enterprise Connect - Integrated Product Set				
1072	SYB-N-EC1	Sybase Enterprise Connect - Integrated Product Set (WP) for Server (SR)	\$2,990	\$838
1073	SYB-N-EC2	Sybase Enterprise Connect - Integrated Product Set (WP) for Networked Seat (ST)	\$486	\$137
1074	SYB-C-EC1	Sybase Enterprise Connect - Integrated Product Set (WP) for Concurrent User (CU)	\$773	\$220
1075	SYB-N-EC3	Sybase Enterprise Connect - Integrated Product Set (Ent) for Server (SR)	\$5,088	\$1,675
1076	SYB-N-EC4	Sybase Enterprise Connect - Integrated Product Set (Ent) for Networked Seat (ST)	\$824	\$272
1077	SYB-C-EC2	Sybase Enterprise Connect - Integrated Product Set (Ent) for Concurrent User (CU)	\$1,317	\$434
Sybase Enterprise Connect Internet Access License				
1078	SYB-N-EC5	Sybase Enterprise Connect Internet Access License (WP) CPL Charge (IC) for Server (SR)	\$6,166	\$1,729
1079	SYB-N-EC6	Sybase Enterprise Connect Internet Access License (Ent) CPL Charge (IC) for Server (SR)	\$10,500	\$3,450
MainframeConnect for DB2/MVS-CICS				
1080	SYB-N-253	MainframeConnect for DB2/MVS-CICS (Ent) for Server (SR)	\$10,182	\$3,041
1081	SYB-N-254	MainframeConnect for DB2/MVS-CICS (Ent) for Networked Seat (ST)	\$255	\$78
1082	CON-35	MainframeConnect for DB2/MVS-CICS (Ent) Concurrent License	\$458	\$137
Sybase Mainframe Connect Integrated Product Set				
1083	SYB-N-MC1	Sybase Mainframe Connect Integrated Product Set (WP) for Server (SR)	\$18,687	\$5,226
1084	SYB-N-MC2	Sybase Mainframe Connect Integrated Product Set (WP) for Networked Seat (ST)	\$370	\$107
1085	SYB-C-MC1	Sybase Mainframe Connect Integrated Product Set (WP) for Concurrent User (CU) Use Server w/CU	\$669	\$166
1086	SYB-N-MC3	Sybase Mainframe Connect Integrated Product Set (Ent) for Server (SR)	\$15,909	\$5,226
1087	SYB-N-MC4	Sybase Mainframe Connect Integrated Product Set (Ent) for Networked Seat (ST)	\$315	\$107
1088	SYB-C-MC2	Sybase Mainframe Connect Integrated Product Set (Ent) for Concurrent User (CU) Use Server w/CU	\$570	\$166

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
		Sybase Mainframe Connect Internet Access License		
1089	SYB-N-MC5	Sybase Mainframe Connect Internet Access License (Ent) for Server (SR)	\$8,750	\$2,874
		OmniConnect		
1090	SYB-N-259	OmniConnect (WP) for Server (SR)	\$2,990	\$760
1091	SYB-N-260	OmniConnect (WP) for Networked Seat (ST)	\$299	\$78
1092	CON-36	OmniConnect (WP) Concurrent License	\$538	\$137
1093	SYB-N-261	OmniConnect (Ent) for Server (SR)	\$5,091	\$1,520
1094	SYB-N-262	OmniConnect (Ent) for Networked Seat (ST)	\$318	\$95
1095	CON-37	OmniConnect (Ent) Concurrent License	\$573	\$172
		Open ServerConnect for CICS; IMS and MVS		
1096	SYB-N-269	Open ServerConnect for CICS; IMS and MVS (Ent) CICS for Server (SR)	\$15,909	\$4,751
1097	SYB-N-271	Open ServerConnect for CICS; IMS and MVS (Ent) CICS for Networked Seat (ST)	\$318	\$95
1098	CON-40	Open ServerConnect for CICS; IMS and MVS (Ent) CICS for Concurrent License	\$573	\$172
1099	SYB-N-270	Open ServerConnect for CICS; IMS and MVS (Ent) IMS and MVS for Server (SR)	\$15,909	\$4,751
1100	SYB-N-271	Open ServerConnect for CICS; IMS and MVS (Ent) IMS and MVS for Networked Seat (ST)	\$318	\$95
1101	CON-41	Open ServerConnect for CICS; IMS and MVS (Ent) IMS and MVS for Concurrent License	\$573	\$172
		Open ServerConnect for MVS		
1102	SYB-N-269A	Open ServerConnect for MVS (Ent) for Server (SR)	\$15,909	\$4,751
1103	SYB-N-270A	Open ServerConnect for MVS (Ent) IMS and MVS for Server (SR)	\$15,909	\$4,751
1104	SYB-N-271A	Open ServerConnect for MVS (Ent) for Networked Seat (ST)	\$318	\$95
1105	SYB-N-272A	Open ServerConnect for MVS (Ent) IMS and MVS for Networked Seat (ST)	\$318	\$95
		Open ServerConnect for IMS		
1106	SYB-N-269B	Open ServerConnect for IMS (Ent) for Server (SR)	\$15,909	\$4,751
1107	SYB-N-270B	Open ServerConnect for IMS (Ent) IMS for Server (SR)	\$15,909	\$4,751
1108	SYB-N-271B	Open ServerConnect for IMS (Ent) for Networked Seat (ST)	\$318	\$95
1109	SYB-N-272B	Open ServerConnect for IMS (Ent) IMS for Networked Seat (ST)	\$318	\$95

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
		Open Server		
1110	SYB-N-273	Open Server (WP) for Server (SR)	\$542	\$143
1111	SYB-N-274	Open Server (WP) for Networked Seat (ST)	\$93	\$24
1112	CON-42	Open Server (WP) Concurrent License	\$172	\$47
1113	SYB-N-275	Open Server (Ent) for Server (SR)	\$1,845	\$553
1114	SYB-N-276	Open Server (Ent) for Networked Seat (ST)	\$318	\$95
1115	CON-43	Open Server (Ent) Concurrent License	\$573	\$172
		Replication Agent for Oracle		
1116	SYB-N-RAOW1	Replication Agent for Oracle (WP) for Server (SR)	\$5,233	\$1,330
1117	SYB-N-RAOW2	Replication Agent for Oracle (WP) for Networked Seat (ST)	\$523	\$137
1118	CON-1	Replication Agent for Oracle (WP) Concurrent License	\$942	\$244
1119	SYB-N-RAOE1	Replication Agent for Oracle (ENT) for Server (SR)	\$4,455	\$1,330
1120	SYB-N-RAOE2	Replication Agent for Oracle (ENT) for Networked Seat (ST)	\$445	\$137
1121	CON-2	Replication Agent for Oracle (Ent) Concurrent License	\$802	\$244
		Replication Agent for SQL Anywhere		
1122	SYB-N-074	Replication Agent for SQL Anywhere (WP) for Server (SR)	\$2,242	\$570
		Replication Option for DirectConnects & OmniConnect		
1123	SYB-N-ROPW1	Replication Option for DirectConnects & OmniConnect (WP) for Server (SR)	\$4,485	\$1,141
1124	SYB-N-ROPE1	Replication Option for DirectConnects & OmniConnect (Ent) for Server (SR)	\$5,091	\$1,520
		Replication Server		
1125	SYB-N-098	Replication Server (WP) for Server (SR)	\$557	\$143
1126	SYB-N-099	Replication Server (WP) for Networked Seat (ST)	\$108	\$30
1127	CON-3	Replication Server (WP) Concurrent License	\$195	\$53
1128	SYB-N-100	Replication Server (Ent) for Server (SR) [Requires a min. of 5 users]	\$1,906	\$570
1129	SYB-N-101	Replication Server (Ent) for Networked Seat (ST)	\$379	\$113
1130	CON-4	Replication Server (Ent) Concurrent License	\$681	\$208

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	GSA PART NO.	PRODUCT DESCRIPTION	GSA License Fee Price	GSA SupportNow Extended Plan (7x24) Price
			Sub CLIN AA	Sub CLIN AB
		Replication Toolkit for MVS		
1131	SYB-N-RTKE1	Replication Toolkit for MVS 40 (Ent) for Server (SR)	\$22,273	\$6,653
1132	SYB-N-RTKE2	Replication Toolkit for MVS 50 (Ent) for Server (SR)	\$28,637	\$8,554
1133	SYB-N-RTKE3	Replication Toolkit for MVS 60 (Ent) for Server (SR)	\$35,000	\$10,453
1134	SYB-N-RTKE4	Replication Toolkit for MVS 70 (Ent) for Server (SR)	\$44,545	\$13,304
1135	SYB-N-RTKE5	Replication Toolkit for MVS 80 (Ent) for Server (SR)	\$55,682	\$16,630
1136	SYB-N-RTKE6	Replication Toolkit for MVS 90 (Ent) for Server (SR)	\$63,636	\$19,007
1137	SYB-N-RTKE7	Replication Toolkit for MVS 100+ (Ent) for Server (SR)	\$70,000	\$20,906

INTERNET APPLICATIONS DIVISION

		Sybase Enterprise Application Server Deployment		
1138	SYB-N-EAS1	Sybase Enterprise Application Server Deployment (WP) First CPU Charge for Server (SR)	\$5,606	\$1,567
1139	SYB-N-EAS2	Sybase Enterprise Application Server Deployment (WP) Second CPU Charge & beyond for Server (SR)	\$5,606	\$1,567
1140	SYB-N-EAS3	Sybase Enterprise Application Server Deployment (Ent) First CPU Charge for Server (SR)	\$7,159	\$2,352
1141	SYB-N-EAS4	Sybase Enterprise Application Server Deployment (Ent) Second CPU Charge & beyond for Server (SR)	\$7,159	\$2,352
1142	SYB-N-EAS5	Sybase Enterprise Application Server Deployment (Super Ent) First CPU Charge for Server (SR)	\$11,932	\$3,919
1143	SYB-N-EAS6	Sybase Enterprise Application Server Deployment (Super Ent) Second CPU Charge & beyond for Server (SR)	\$11,932	\$3,919
		Sybase Enterprise Application Server Deployment - Dynamic Page Server Only		
1144	SYB-N-EAS7	Sybase Enterprise Application Server Deployment - Dynamic Page Server Only (WP) for Server (SR)	\$1,491	\$991
1145	SYB-N-EAS8	Sybase Enterprise Application Server Deployment - Dynamic Page Server Only (Ent) for Server (SR)	\$1,906	\$1,492
1146	SYB-N-EAS9	Sybase Enterprise Application Server Deployment - Dynamic Page Server Only (Super Ent) for Server (SR)	\$3,178	\$2,483
		Sybase Enterprise Application Server Development		
1147	SYB-N-EAS10	Sybase Enterprise Application Server Development (WP) for Standalone Seat (SS)	\$146	N/A
		Enterprise Application Studio		
1148	SYB-N-EAS11	Enterprise Application Studio for Standalone Seat (SS)	\$2,789	\$1,735

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN NO.	PRODUCT DESCRIPTION	GSA PRICE
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Support Now "Extended" Plan Options

2001	Additional Contacts within U.S.	\$2,020
2002	Additional Contacts outside U.S.	\$12,120
2003	Additional Contacts outside U.S (after intial 2)	\$6,060
2004	Scheduled on-site support	\$1515 per day, per person (plus travel & lodging, available within 90 days ARO; 20 days notice)
2005	Emergency after-hours Support	\$606 per hour
2006	Scheduled after-hours Support	
2006AA	Scheduled after-hours Support Daily	\$808/day
2006AB	Scheduled after-hours Support Daily	\$3,535/wk
2006AC	Scheduled after-hours Support Daily	\$12,120/mo

EXHIBIT A
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CLIN LISTING

CLIN	Professional Services	GSA PRICE
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3001 Principal Consultant

\$168.43/hour

Principal Consultant=\$168.43

Principal Consultants are actively involved in a broad spectrum of customer support and engagement activities to include client and project management, team participation, and relationship building. They inspire clients and consultants alike through your exceptional knowledge of Sybase products and services, project management and superior application development techniques. Principal Consultants exercise sound fiscally responsible judgment both in project management and client management

Principal Consultant frequently function as the primary client contact, communicating regularly about schedules, deliverables, and risk. It is expected that they will have the ability to quickly develop an excellent base of knowledge of each client's business, organization and objectives, and to develop relationships with client personnel that fosters the client -Sybase relationship.

Additionally, Principal Consultants will...

- develop and deliver clear, concise, and informative proposals and written documents that are technically accurate and meet the intended objectives.
- demonstrate an in-depth knowledge and practice of Project Management, SAFE, SDF, and other commonly used methodologies, and quality management.
- demonstrate extensive experience in designing, enabling and maintaining mission critical systems; along with hands-on experience in all phases of development, database design, capacity planning, performance forecasting and system tuning.
- developed well-defined project plans; manage to the project while keeping the client and business manger aware of possible risks and appropriate contingencies.
- provide guidance and technical direction to team members. Mentor those less experienced through formal and informal channels. Give clear direction or demonstrations with reasons or rationale. Recognize accomplishments, provide feedback, and define work objectives and desired outcomes.

EXHIBIT A
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CLIN LISTING

CLIN	Professional Services	GSA PRICE
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3002 Senior Consultant

\$147.27/hour

Senior Consultant=\$147.27

Senior Consultants are actively involved in a broad spectrum of activities to client and project management, team participation, and relationship building. They are exceptionally knowledgeable about the range of Sybase products and their uses and are thoroughly conversant with new product features. They possess a strong service orientation and find challenge in problem solving complex situations.

Senior Consultants function as the primary client contact, communicating frequently about schedules, deliverables, and risk. In addition they will participate in the process of communicating mutually agreed upon expectations. They will have a good working knowledge of their client's business, organization, and objectives. Senior Consultants require little or no supervision to lead client engagements.

Senior Consultants will also

- identify project requirements, strategies and schedules in support of engagement letter (s) and contract(s). Plan, establish, and execute the project work plan and revise as appropriate to meet changing needs and requirements.
- monitor time and resource requirements for each task under their control, ensure appropriateness of each.
- take the leadership role on design or application development projects.
- define project standards and ensure their use.
- perform database design through logical and physical requirements. Identify and apply appropriate tools and techniques in support of system development life cycle.
- identify problems and recommend appropriate solutions for clients in a wide variety of circumstances.
- provide guidance and technical direction to team members. Mentor those less experienced through formal and informal channels. Give clear direction or demonstrations with reasons or rationale. Recognize accomplishments provide feedback, and define work objectives and desired outcomes.
- partner with local management team on sales calls, presentations, proposals, and recruiting.

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN	Professional Services	GSA PRICE
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3003 Staff Consultant

\$116.16/hour

Staff Consultant=\$116.16

Staff Consultants work on multi-person client-site projects, developing Sybase product expertise as they build applications. Some of the typical roles at this level include programmer, designer, database administrator, or systems administrator on client projects. They also assist in architecture definition projects.

Staff Consultants have the skills to develop detailed designs from high-level system designs and transform detailed designs into applications and databases. They also have an understanding of the client portion of the client/server architecture and knowledge of front end tools.

Staff Consultants function as the main point of contact with clients on smaller projects developing a rapport with client personnel to foster the relationship between the client and Sybase.

Additionally Staff Consultants will...

- develop and deliver clear, concise, and informative proposals and client deliverables that are technically accurate, engaging, and interesting.
- carry out technical consulting engagements requiring detailed knowledge of Sybase products. Serve as a programmer, detailed designer, database administrator, or systems administrator on client projects.
- develop detailed systems from higher level designs and interprets and transforms same into unit tested applications and databases.
- analyze, design, develop, modify and maintain software and systems or other related data processing activities.

EXHIBIT A
BLANKET PURCHASE AGREEMENT
CLIN LISTING

CLIN No.	Other Direct Costs	BPA Price
4001	Other Costs – GSA Contract as set forth in Paragraph 1 of Blanket Purchase Agreement	To Be Determined (TBD) in Individual Orders
4002	Enterprise License as set forth in Paragraph 4 of Blanket Purchase Agreement	TBD
4003	Special Solutions as set forth in Paragraph 6 of Blanket Purchase Agreement	To Be Determined (TBD) in Individual Orders
4004	Fee for Service as set forth in Paragraph 16 of Blanket Purchase Agreement - currently 1% of total costs	To Be Determined (TBD) in Individual Orders